Cortland

HC 198 (7/73)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

RAYMOND T. SCHULER, Commissioner

FILD 74-5
74774

PROPOSAL

Submitted in accordance with the Standard Specifications of January 2, 1973 officially adopted June 22, 1973 and with the Highway Law

Letting of

JUN 13 1974

10:30 A.M.

CONR 149b (9/72)

STATE OF NEW YORK

DEPARTMENT OF TRANSPORTATION

RAYMOND T. SCHULER

Commissioner

NOTICE TO BIDDERS

NYSDOT
Library
50 Wolf Road, POD 34
Albany, New York 12232

THE PAGES IN THIS PROPOSAL ARE LETTERED OR NUMBERED CONSECUTIVELY. IN THE EVENT THAT ANY PAGES ARE MISSING OR ARE ILLEGIBLE, A REPLACEMENT COPY SHALL BE FURNISHED FREE OF CHARGE BY THE DEPARTMENT UPON REQUEST.

CONR-149-1 (11/63)

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SUBJECT or ITEM	PAGE

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DESIGN AND CONSTRUCTION DIVISION

PROPOSAL FOR CONSTRUCTING WITH FEDERAL AID

TEST WELLS ON THE

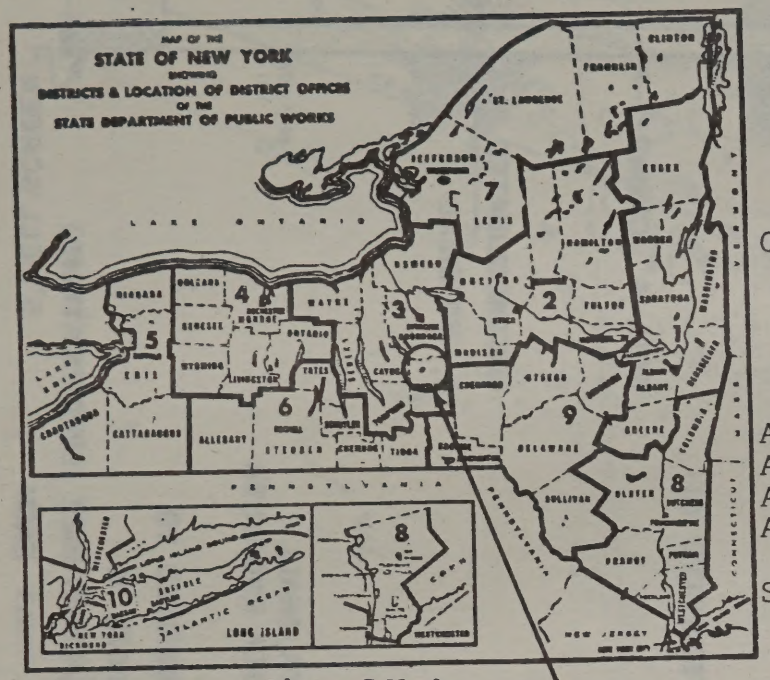
INTERSTATE ROUTE 505
(CORTLAND TO TULLY, PART 2)

CONTRACT NO. FILD 74-5 F.A. PROJECT NO. I-81-2(112)

CORTLAND COUNTY
STANDARD SHEET: 645-6
TYPE OF CONSTRUCTION: TEST WELLS

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE SPECIFICATIONS OF JANUARY 2, 1973 AS AMENDED BY ADDENDA NO. 1, EXCEPT AS MODIFIED ON THESE PLANS AND IN THE PROPOSAL.

SEE SHEETS B, C AND D OF THIS PROPOSAL FOR PLOT PLAN AND LOCATION.



Site of Work

Approximate Location:

On Interstate Route 505 Northbound
2.0 Miles South of the Preble
Interchange (Route 281)

Capital Project Identification
No. 3500.46.111

APPROVED 3-20, 1974

Joseph M. Powers

J. M. Powers, Regional Director
Region No. 3

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

Approved Jack Stephbach
Jack Stephbach Deputy Chief Engineer

Approved Malcolm D. Graham
Malcolm D. Graham Deputy Chief Engineer

Approved George W. McAlpin
George W. McAlpin Chief Engineer

Department of Transportation
Federal Highway Administration

Approved _____
Division Engineer Date

A.

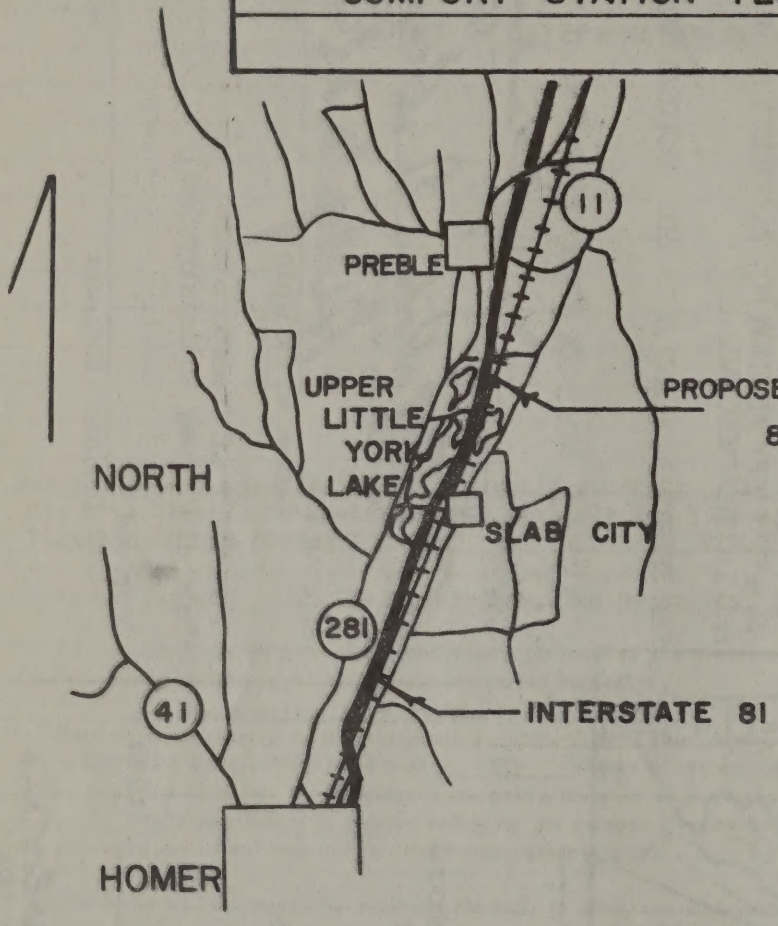
FILD 74-5

FED. ROAD REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.	I-81-2(112)	B	

INTERSTATE ROUTE 505

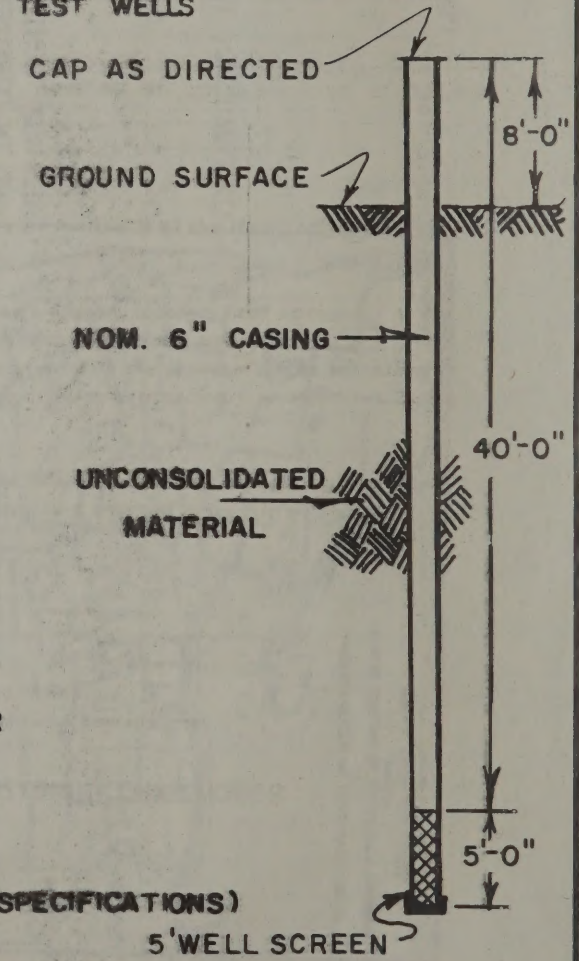
CORTLAND COUNTY

COMFORT STATION TEST WELLS



LOCATION PLAN

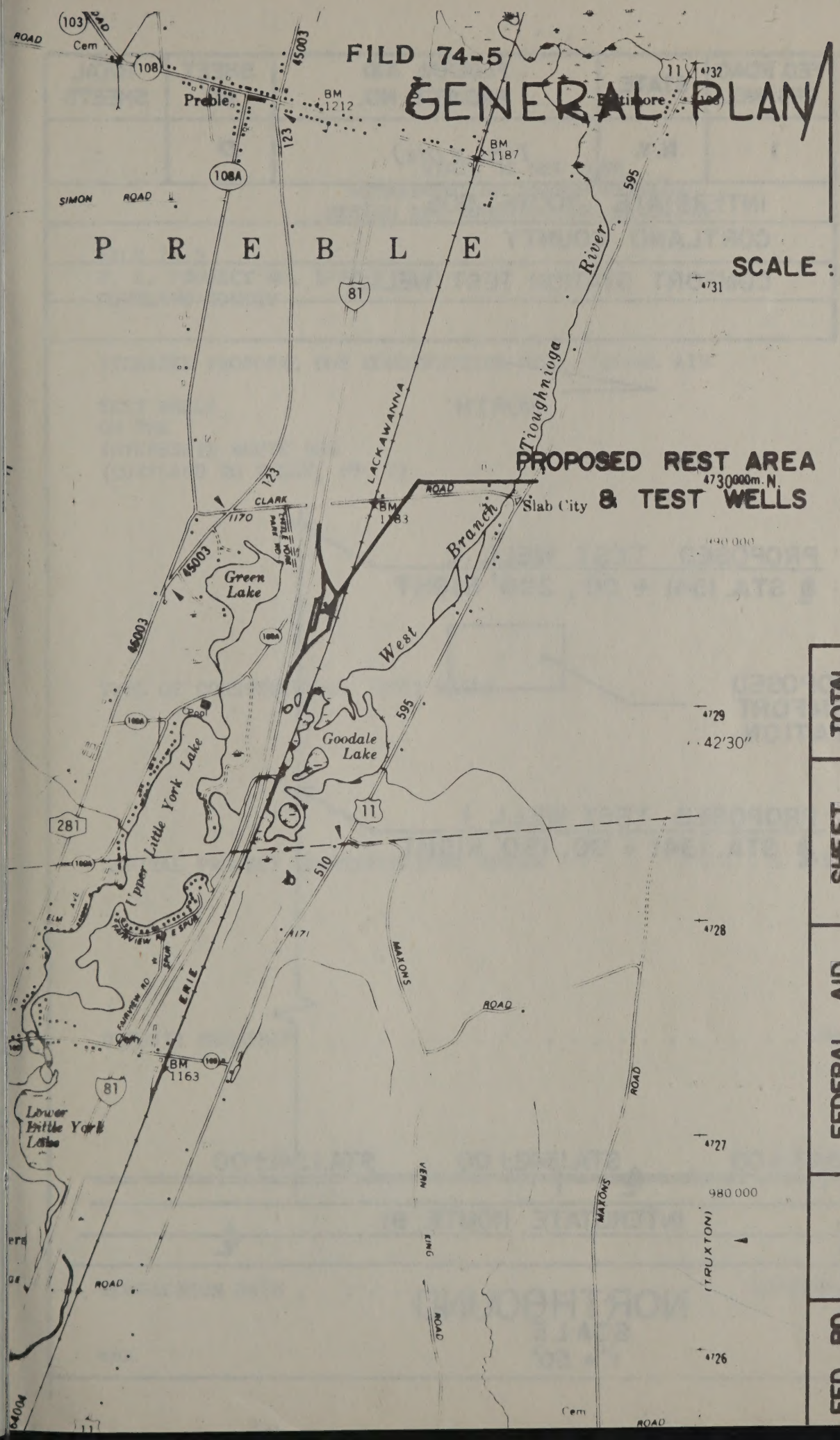
SCALE : 1" = 2MI.



TYPICAL PROFILE

NOTES:

1. ALL WELL LOGS, CAPACITY TEST DATA, SHALL BE FORWARDED TO THE DEPUTY CHIEF ENGINEER (TECHNICAL SERVICES).
2. THE CONTRACTORS ATTENTION IS DIRECTED TO THE NECESSITY OF OBTAINING CHEMICAL & BACTERIOLOGICAL SAMPLES FOR ANALYSIS (SEE SPECIFICATIONS)
3. IT IS THE INTENT OF THIS PROJECT THAT EACH WELL BE CAPABLE OF PRODUCING 20 - 25 GPM.
4. ℄ STATIONING WILL BE PROVIDED BY THE D.O.T.
5. ITEM 15658.0501 WILL BE PAID TO 8' ABOVE GROUND SURFACE.



FED. RD. REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.	I-81-2(112)	C.	

INTERSTATE ROUTE 505
CORTLAND COUNTY
COMFORT STATION TEST WELLS

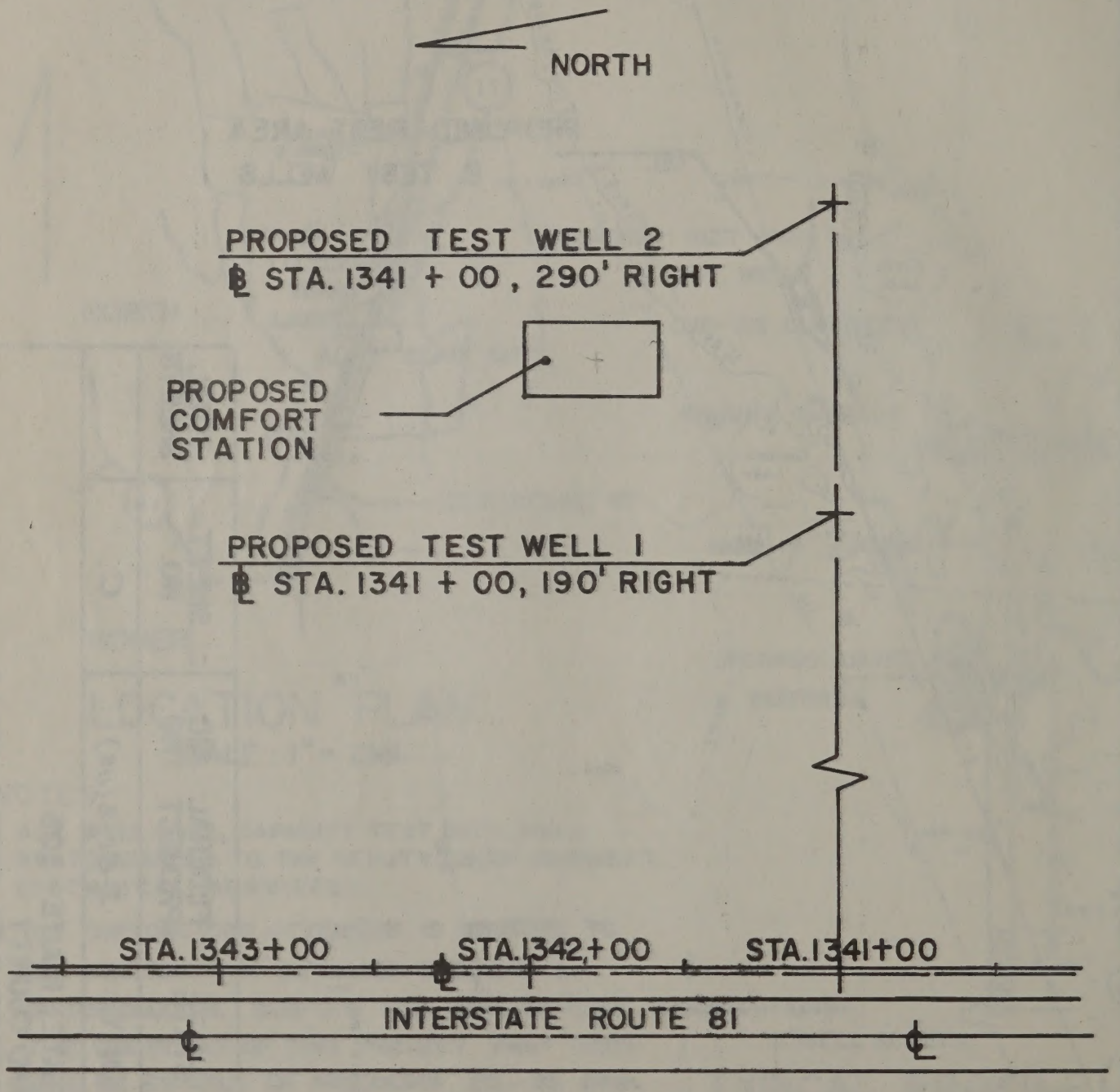
FILED 74-5

FED. ROAD REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.	I-81-2(112)	D	

INTERSTATE ROUTE 505

CORTLAND COUNTY

COMFORT STATION TEST WELLS



NORTHBOUND

SCALE

1" = 50'

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DESIGN AND CONSTRUCTION DIVISION

FILD 74-5
F. A. PROJECT NO. I-81-2(112)
CORTLAND COUNTY

ITEMIZED PROPOSAL FOR CONSTRUCTING WITH FEDERAL AID

TEST WELLS
ON THE
INTERSTATE ROUTE 505
(CORTLAND TO TULLY, PT. 2) RTE. I-81

TYPE OF CONSTRUCTION: TEST WELLS

CAPITAL PROJECT IDENTIFICATION NUMBER 3500.46.111

DEPOSIT REQUIRED $1,000.00

COMPLETION DATE . . . . . SEPTEMBER 18, 1974

mak

HC 201 (10/73)

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CTS.	AMOUNT BID DOLLARS	AMOUNT BID CTS
15658.02	2	Setting Up and Dismantling Drilling Equipment, FOR _____ _____ Each				
15658.0301	120	Lin. Ft., Drilling 6 Inch Well, FOR _____ _____ Per Lin. Ft.				
15658.0501	80	Lin. Ft., Permanent 6 Inch Well Casing, FOR _____ Per Lin. Ft. _____				
15658.0601	10	Lin. Ft., Permanent 6 Inch Well Screen, FOR _____ Per Lin.Ft. _____				
			CARRY FORWARD			

mak

FILD 74-5

HC 201 (10/73)

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	BROUGHT FORWARD UNIT BID PRICE DOLLARS	CTS.	AMOUNT BID DOLLARS	CTS.
15658.09	80	Hrs., Developing and Testing, FOR _____ Per Hr.				
15658.10	40	Lin. Ft., Removing Permanent Well Casing and/or Screen, FOR _____ Per Lin. Ft.				
			CARRY FORWARD			

mak

HC 202 (10/73)

Item Number	Estimate Quantities	Items With Unit Bid Price Written in Words	Brought Forward Unit Bid Price Dollars	Cts.	Amount Bid Dollars	Cts.
		Subtotal	$			
15658.99	Nec.	Furnishing Equipment and Site Work (Must Not Exceed 10% of Subtotal Shown Above. See Special Specification for this Item.) For LUMP SUM				
		Total or Gross Sum Written in Words	$			

ITEMIZED PROPOSAL

FILD 74-5

TO THE STATE DEPARTMENT OF TRANSPORTATION

In submitting this bid the undersigned declares that he is or they are the only person or persons interested in the said bid; that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the State, or any person in the employ of the State is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he has or they have carefully examined the plans, specifications and form of contract, and that he has or they have personally inspected the actual location of the work together with the local sources of supply, has or have satisfied himself or themselves as to all the quantities and conditions, and understand that in signing this proposal he or they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is or they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, etc., and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned highway in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefor the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid "Unit Bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work, and for use in the computation of the value of the work performed for monthly estimates.

In case the undersigned voluntarily undertakes to commence work on the site of the project in anticipation of an award of this contract and prior to the time such an award to him is consummated by the delivery to him of a duplicate of the agreement which has been approved by and filed in the office of the State Comptroller, he does so entirely at his own risk and without obligation or responsibility on the part of the State; and he does hereby agree and warrant that, as a prerequisite to the start of any such voluntary work, he accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities thereof relative to (1) damage, indemnification and holding the State harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies of each and every kind and amount as called for in said contract documents, particularly with relation to workmen's compensation and liability insurance policies as set forth in the related specifications; and he does also agree and warrant that all of such policies will be in force and effect on the date of the start of any of such contract operations, whether or not the contract documents have been executed and filed as aforesaid.

HC 69 1d (7/71)

FILD 74-5

Accompanying this proposal is a certified check or bank cashier's check for $ ..... in case this proposal shall be accepted by the State Department of Transportation, and the undersigned shall fail to execute the contract and in all respects comply with the provisions of Section 38 of the Highway Law, as amended, the moneys represented by such certified check or bank cashier's check shall be regarded as liquidated damages and shall be forfeited and become the property of the State of New York; otherwise to be returned to the depositor in accordance with the provisions of said Section 38 of the Highway Law, as amended.

On acceptance of this proposal for said work the undersigned does or do hereby bind himself or themselves to enter into written contract, within ten days of date of notice of award, with the said State Department of Transportation, and to comply in all respects with Subdivision 6 of Section 38 of the Highway Law, as amended in relation to security for the faithful performance of the terms of said contract.

NON–COLLUSIVE BIDDING CERTIFICATION

(REQUIRED BY SECTION 139-d OF THE STATE FINANCE LAW)

§ 139-d "Statement of non-collusion in bids to the state.

1. Every bid hereafter made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one(a).

(2) Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation."

Dated ....., 19.....

.....
Legal Name of person, firm or corporation

By .....
Signature (Title)

Please Complete Information Requested Below:

The P.O. address of the bidder is:

Federal Identification No. . . . . .

..... Street.

..... City and State.

If a Corporation

Name		Address
.....,	President	.....
.....,	Secretary	.....
.....,	Treasurer	.....

If a Firm

Name	Address
.....,	.....
.....,	.....
.....,	.....

FILD 74-5

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The bidder ___, proposed subcontractor ___, hereby certifies that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ___, has not ___, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

_____
(Company)

By:_____

_____
(Title)

Date:_____

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

4/2/69

NOTICE

TO ALL BIDDERS

Failure to sign all pages which require signatures MUST result in your bid being declared informal.

9/27/73

FILD 74-5

SPECIAL NOTE
ADDENDUM INFORMATION FOR BIDDERS

The Bidders' attention is directed to the fact that Addendum No. 1 is not attached to this proposal and will not be attached in future proposals prepared by the Department of Transportation.

Addendum No. 1 is officially adopted as a supplement to the STANDARD SPECIFICATIONS of January 2, 1973 and is effective, March 28, 1974.

Bidders who need copies of Addendum No. 1 may obtain them (no charge) from the Audits and Accounts Bureau - Revenue Unit, Building 5, State Campus, Albany, New York 12226.

11/29/73

FILD 74-5

MODIFICATIONS TO SAMPLE FORM OF PROPOSAL

On page 20 of the Standard Specifications of January 2, 1973, delete subsection 102-13 and replace it with the following:

102-13 SAMPLE FORM OF PROPOSAL TITLE SHEET AND PUBLISHED PRICE ITEMS

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DESIGN AND CONSTRUCTION DIVISION

CONTRACT NUMBERS
COUNTY

ITEMIZED PROPOSAL FOR CONSTRUCTING.....
(Title of Project)

TYPE OF CONSTRUCTION:
(Description of Work)

CAPITAL PROJECT IDENTIFICATION NUMBER 1234.56.789

DEPOSIT REQUIRED $6,000.00

COMPLETION DATE . . . . . .January 2, 1973

PUBLISHED PRICE ITEMS

The Department's estimate for certain items is published below. If the amount bid on any published lump sum item or on any published unit price item exceeds by more than 25% the amount shown by the Department's estimate for that item, the amound bid for such item will be reduced by the Department so as not to exceed the 25% limit.

ITEM NO.	DESCRIPTION	UNIT	PRICE
203.15	Furnishing Water Equipment	L.S.	2,500.00
619.02	Construction Signs	L.S.	6,000.00
etc.			

On page 22 of the Standard Specifications of January 2, 1973, under subsection 102-16 delete "For Constructing,""(Title of Contract and Description of Work)," and "The Work Proposed Herein Must Be Completed By...."

FILD 74-5

NON-RESTRICTED HIGHWAY

The Contractor's attention is directed to the fact that the highway or highways involved will not be designated as a "Restricted Highway" under this contract.

Approved signs and flagmen shall be provided as directed by the Engineer.

The cost for furnishing the appropriate signs and flagmen shall be included in the various items bid.

Road work signs on this Contract shall be as shown on Standard Sheet 645-6.

LIQUIDATED DAMAGES

Section 108-03, "Failure to Complete Work on Time," of the Specifications does not apply to this job.

8/30/73
10/30/73

SECTION 15658 WATER WELL DRILLING

15658-1 DESCRIPTION. Under this work the Contractor shall furnish to and remove from the site all equipment, materials, tools and labor necessary to drill well(s) at the location(s) and to the depth(s) shown in the proposal, on the plans or as directed by the Engineer.

15658-2 MATERIALS

15658-2.01 General. Materials and equipment necessary to perform the work under this section and that are not to be incorporated as part of the completed contract shall be determined by the Contractor unless otherwise specified.

15658-2.02 Permanent Well Casing. The permanent casing shall consist of new black steel pipe or drive pipe with the following requirements for the size specified.

NOMINAL SIZE (INCHES)	EXTERNAL DIAMETER (INCHES)	MINIMUM WALL THICKNESS (INCHES)	MINIMUM CASING WEIGHT (POUNDS/FOOT)
6	6.625	0.280	18.97
8	8.625	0.322	28.55
10	10.750	0.365	40.48
12	12.750	0.375	49.56
14	14.000	0.375	54.57

Casing of larger size than specified may be used at the Contractor's option.

A drive shoe and tamperproof cap shall be provided for the casing used.

15658-2.03 Temporary Well Casing. Drilling an oversize hole for the placement of grout and/or a gravel pack may require the use of temporary casing. Temporary casing, if used, shall be provided with the appropriate drive shoe.

15658-2.04 Permanent Well Screen. The permanent well screen shall be of welded construction consisting of a non-corrosive metal and shall include all necessary fittings. The slot size of the screen shall be selected on the basis of a grain size analysis of the water bearing material or, in the case of a gravel packed well, by the gradation of the pack.

A duplicate sample of the water bearing material shall be submitted to the Deputy Chief Engineer (Technical Services).

Final approval of the screen characteristics shall rest with the Engineer.

15658-2.05 Grout. The materials required to grout a well shall consist of Portland cement and water. Hydrated lime may be added to facilitate pumping of the grout mixture. Bentonite may be necessary to reduce shrinkage.

Cement grout placed to seal the annular space between the permanent well casing and an oversize hole shall be mixed in the proportion of not less than five nor more than six gallons of water to one bag (94 lbs.) of cement. Hydrated lime (10% by volume) and bentonite (3% by volume) may be added to facilitate pumping and reduce shrinkage respectively.

15658-2.06 Gravel Pack. The gradation of the gravel pack shall be selected on the basis of a grain size analysis of the water bearing material, a duplicate sample of which shall be submitted to the Deputy Chief Engineer (Technical Services) as in 15658-2.04. A copy of the proposed gradation of the pack shall also be submitted to the Deputy Chief Engineer (Technical Services).

The pack shall contain not more than five (5) percent, by weight, of carbonate material.

The materials used for the pack and the seal on top of the pack shall be approved by the Engineer.

15658-2.07 Sealing Material for Abandoned Water Wells. The sealing material shall be Portland cement concrete consisting of a mixture of two and one-half (2½) bags of Portland cement per cubic yard, with fine and coarse aggregate in equal proportions by volume. Water shall be added in the amount required to obtain a slump of seven to nine inches. The fine aggregate shall consist of concrete sand. The coarse aggregate to be placed in a well less than twelve inches in diameter shall have a maximum size of one inch. In wells greater than twelve inches in diameter a mixture of one inch and two inch coarse aggregate may be used.

All materials used in the concrete shall be approved by the Engineer.

15658-3 CONSTRUCTION DETAILS

15658-3.01 Drilling. The Contractor shall drill a well at the location(s) and to the depth(s) shown in the proposal, on the plans or as ordered by the Engineer. The Contractor shall: 1) maintain plumbness and alignment of the well(s); 2) sample at intervals of ten (10) feet and at all changes of material, or as directed by the Engineer; 3) keep an accurate log based upon the samples obtained. The samples shall be maintained in the condition in which they were obtained from the well(s) in properly labeled, tightly capped, unbreakable containers. The samples shall be retained at the well construction site until completion of the Contract at which time they shall be submitted to the Engineer.

Blasting may be necessary to advance the casing used in drilling the well(s).

15658-3.02 Permanent Well Casing. Casing sections used in drilling the well(s) shall be connected by threaded couplings or welded joints. If the Contractor elects to use casing which requires welded joints, welding shall be performed in accordance with the standards of The American Welding Society and to the satisfaction of the Engineer.

When placing permanent well casing within temporary casing or an oversize hole, centering guides shall be installed at sufficient intervals to insure proper positioning of the permanent casing.

Wells deriving water from bedrock shall have the casing drive shoe securely seated in the rock formation.

The permanent well casing shall project at least one (1) foot but not more than two (2) feet above the ground surface and shall be fitted with a tamperproof cap.

15658-3.03 Permanent Well Screen. The well screen shall be of telescope-size to fit inside the casing used. Exposure of the screen to the water bearing material shall be accomplished by the pull-back method unless otherwise specified or approved. Final positioning of the screen within the well shall be approved by the Engineer.

15658-3.04 Grout. The annular space between the temporary casing or oversize hole and the permanent well casing shall be filled with cement grout in a manner approved by the Engineer. The grout

may be placed in the annular space utilizing a non-aluminum pipe with a minimum inside diameter of one (1) inch. Grout introduced by this method shall be placed continuously from the bottom of the space to be grouted toward the surface. The end of the grout pipe shall be kept immersed in the grout for all periods during which the grout is being placed. The temporary casing, if used, shall be removed as the grout is placed and shall remain the property of the Contractor.

Drilling operations or other work on the well will not be permitted for a period of 72 hours after placement of the grout. If high early strength cement (Type 3) is used, this period may be reduced to 24 hours.

15658-3.05 Gravel Pack. The gravel pack shall be placed between the screen and temporary casing or oversize hole in such a manner as to minimize the possibility of segregation and/or bridging. An impermeable seal such as grout in 15658-2.05 shall be placed on top of the gravel pack, as necessary, to prevent contamination. The temporary casing, if used, shall be removed as the gravel pack and seal are being placed and shall remain the property of the Contractor.

15658-3.06 Developing and Testing. The Contractor shall develop a water well by the best modern practices, the general requirement being to obtain the optimum yield per foot of drawdown. Sand, rock fragments, clay and other undesirable material shall be removed from a well as efficiently and completely as practical and until the well is clean to the satisfaction of the Engineer.

Additional development by the use of acid or blasting may be necessary to obtain the optimum yield of the well.

When development is complete to the satisfaction of the Engineer the Contractor shall install a temporary pump of sufficient capacity to pump the maximum practical yield of the well. The pump shall be capable of being throttled back to deliver less than the specified yield.

The Contractor shall then perform a step drawdown test, if so directed, to determine the approximate yield of the well. The well shall then be disinfected in accordance with the procedure outlined in "Rural Water Supply" published by the New York State Department of Health.

When disinfection of the well has been completed the Contractor shall conduct a continuous pumping test for a period of twelve

hours, or as otherwise directed, to determine the sustained yield of the well. A shutdown of the pump in excess of one-half (1/2) hour for any reason shall necessitate that the test be re-run for the total time period required.

The location of the pump in the well and the pumping rate shall be as directed by the Engineer.

Upon satisfactory completion of the yield test the Contractor shall arrange with the Engineer to have one or more water samples collected for physical, chemical and bacteriological examination. The samples are to be submitted to a laboratory approved by the State Commissioner of Health for the purpose of testing water quality. Results of the examination shall be submitted to the Deputy Chief Engineer (Technical Services).

15658-3.07 Removing Permanent Well Casing and/or Well Screen. Permanent well casings and screens shall be removed if a well is determined to be unacceptable and if so directed by the Engineer. Such casings and screens shall become the property of the Contractor.

15658-3.08 Sealing an Abandoned Water Well. A well that is to be abandoned may, depending upon local conditions, require placement of a concrete seal to prevent contamination of ground water. If practical, all casing or other lining shall be removed from the well as part of the sealing operation. Casing which cannot be removed from the well may require perforation in order to assure placement of an effective seal. All materials salvaged in the performance of this work shall remain or become the property of the Contractor.

The concrete seal may be introduced from the top of all wells. Flowing wells may be sealed by extending the confining walls of the well prior to placing the concrete or by other means approved by the Engineer. Positive means of venting air shall be provided during placement of the concrete.

The top of the concrete seal shall terminate five feet below the ground surface. The remaining portion of the well shall be filled with native material. When the casing or other lining is left in place, the well shall be sealed as above with the casing or lining removed to a point five feet below the ground surface. The remaining portion of the well shall be filled with native material.

15658-4 METHOD OF MEASUREMENT

15658-4.01 Setting up and Dismantling Drilling Equipment. Setting up and dismantling drilling equipment shall be measured by the

number of well locations at which the drilling equipment is set up and dismantled.

15658-4.02 Drilling. Drilling shall be measured by the number of linear feet drilled. Measurement shall be from the ground surface or the bottom of the oversize hole, whichever is applicable, to the lowest point penetrated.

15658-4.03 Drilling an Oversize Hole. Drilling an oversize hole shall be measured by the number of linear feet drilled. Measurement shall be from the ground surface to the lowest point penetrated by the oversize hole.

15658-4.04 Permanent Well Casing. Permanent well casing shall be measured by the number of linear feet of casing installed in accepted wells. Measurement shall be from a point two (2) feet above the ground surface to the bottom of the drive shoe.

15658-4.05 Permanent Well Screen. Permanent well screen shall be measured by the number of linear feet of screen installed in accepted wells.

15658-4.06 Grout. Grout shall be measured by the number of linear feet of well grouted. In the case of a gravel packed well the quantity of grout seal shall be the number of linear feet of grout placed between the top of the pack and the upper limit of the grout.

15658-4.07 Gravel Pack. Gravel pack shall be measured by the number of linear feet of gravel pack placed in the well.

15658-4.08 Developing and Testing. Developing and testing shall be measured by the number of hours spent in developing and testing the well.

15658-4.09 Removing Permanent Well Casing and/or Well Screen. Removing permanent well casing shall be measured by the number of linear feet actually removed from the well.

15658-4.10 Sealing an Abandoned Water Well. Sealing abandoned water wells shall be measured by the number of linear feet of well sealed. Measurement shall be from the ground surface to the bottom of the well.

15658-4.11 Furnishing Equipment and Site Work. Furnishing equipment and site work will be measured as a lump sum.

15658-5 BASIS OF PAYMENT

15658-5.01 General. The unit price bid for each pay item of work encompassed by this Section shall include the cost of furnishing all equipment, materials, tools and labor necessary to complete the work.

No payment will be made under pay Items 15658-02 thru 15658-11 for wells abandoned due to faulty construction or voluntary action on the part of the Contractor.

Items with no additional provisions to those above are:

Setting Up And Dismantling Drilling Equipment
Drilling
Drilling An Oversize Hole
Removing Permanent Well Casing And/Or Well Screen
Sealing An Abandoned Water Well

Items with additional provisions are listed in the following sequentially numbered articles:

15658-5.02 Permanent Well Casing. The unit price bid per linear foot for this item shall include the cost of an appropriate drive shoe. Should the Contractor choose to use permanent well casing of a diameter larger than that specified it shall be done at no additional cost to the State.

15658-5.03 Permanent Well Screen. The unit price bid per linear foot for this item shall include the cost of all necessary fittings.

15658-5.04 Grout and Gravel Pack. The unit price bid per linear foot for each of these items shall include the cost of removing the temporary casing, if used.

15658-5.05 Developing and Testing. The unit price bid per hour for this item shall include the cost of the water quality tests. Expenditures for acid or explosives, if used in developing the well, will be paid for at their actual cost to the Contractor.

No payment will be made for that portion of a continuous pumping test that preceeds any shutdown in excess of one-half (1/2) hour.

15658-5.06 Furnishing Equipment and Site Work. The lump sum price bid for this item shall not exceed ten (10) percent of

the total contract price excluding the price bid for this item. Should the bidder exceed this amount the Department will make the necessary adjustment to determine the total amount bid based on an arithmetically corrected proposal.

PAY ITEM NO.	ITEM	PAY UNIT
15658.02	Setting up and Dismantling Drilling Equipment	Each
15658.0301	Drilling 6 Inch Well	Linear Foot
15658.0302	" 8 " "	" "
15658.0303	" 10 " "	" "
15658.0304	" 12 " "	" "
15658.0305	" 14 " "	" "
15658.0401	Drilling 10 Inch Oversize Hole	Linear Foot
15658.0402	" 12 " " "	" "
15658.0403	" 14 " " "	" "
15658.0501	Permanent 6 Inch Well Casing	Linear Foot
15658.0502	" 8 " " "	" "
15658.0503	" 10 " " "	" "
15658.0504	" 12 " " "	" "
15658.0505	" 14 " " "	" "
15658.0601	Permanent 6 Inch Well Screen	Linear Foot
15658.0602	" 8 " " "	" "
15658.0603	" 10 " " "	" "
15658.0604	" 12 " " "	" "
15658.0605	" 14 " " "	" "
15658.07	Grout	Linear Foot
15658.08	Gravel Pack	Linear Foot
15658.09	Developing and Testing	Hour
15658.10	Removing Permanent Well Casing and/or Screen	Linear Foot
15658.11	Sealing an Abandoned Water Well	Linear Foot
15658.99	Furnishing Equipment and Site Work	Lump Sum

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FILD 74-5

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

REQUIRED CONTRACT PROVISIONS
ALL FEDERAL-AID CONSTRUCTION CONTRACTS
(EXCLUSIVE OF APPALACHIAN CONTRACTS)

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I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

2. The contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Contract Provisions and also a clause requiring his subcontractors to include these Required Contract Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be grounds for termination of the contract.

4. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR 5.6(b):

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 5 and 7;
Section V, paragraphs 1, 5a, 5b, and 5d.

II. EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under this section II–2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and revelant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II–2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a. Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the

Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. NONSEGREGATED FACILITIES

(Applicable to Federal-aid construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, or material supplier, as appropriate, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He agrees that (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. General

All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

2. Classification:

a. The State highway department contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the State highway department contracting officer to the Secretary of Labor.

b. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the State highway department contracting officer shall be referred to the Secretary for final determination.

3. Payment of Fringe Benefits:

a. The State highway department contracting officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

b. If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: *Provided, however,* the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Payment of Excess Wages:

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

5. Apprentices and Trainees (Programs of Department of Labor):

a. Apprentices, under programs approved by the U.S. Department of Labor, will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subparagraph b. of this paragraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the State highway department contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work. The term "apprentice" means (1)

a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or (2) a person in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training, or a State Apprenticeship Council (where appropriate) to be eligible for probationary employment as an apprentice.

b. Trainees: Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training.

6. Apprentices and Trainees (Programs of Department of Transportation):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting equal employment opportunity in connection with Federal-aid highway construction programs are not subject to the requirements of Section IV, paragraph 3 above. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen or guards (including apprentices and trainees described in paragraphs 5 and 6 above) shall require or permit any laborer, mechanic, watchman or guard in any workweek in which he is employed on such work, to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer, mechanic, watchman or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

8. Violation: liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph 7, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for unpaid wages:

The State highway department contracting officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers, mechanics, (including apprentices and trainees) watchmen, or guards employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer, mechanic, (including apprentices and trainees) watchman or guard employed or working on the site of the work, all or part of the wages required by the contract, the State highway department contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

10. Withholding for liquidated damages:

The State highway department contracting officer may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph 8.

V. STATEMENTS AND PAYROLLS

1. Compliance with Copeland Regulations (29 CFR, Part 3):

The contractor shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

2. Weekly statement:

Each contractor or subcontractor shall furnish each week a statement to the State highway department resident engineer with respect to the wages paid each of its employees, (including apprentices and trainees described in Section IV, paragraphs 5 and 6, and watchmen and guards) engaged on work covered by the Copeland Regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on U.S. Department of Labor Form WH-348, or the same certification appearing on the reverse of Optional U.S. Department of Labor Form WH-347, or on any form with identical wording.

3. Final labor summary:

The contractor and each subcontractor shall furnish, upon the completion of the contract, a summary of all employment, indicating, for the completed project, the total hours worked and the total amount earned. This data shall be submitted to the State highway department resident engineer on Form PR–47 together with the data required in Section VI, hereof, relative to materials and supplies. The provisions of this paragraph are not applicable to contracts for secondary highways or contracts financed solely with funds provided by the Highway Beautification Act of 1965, as amended.

4. Final certificate:

Upon completion of the contract, the contractor shall submit to the State highway department contracting officer, for transmission to the Federal Highway Administration with the voucher for final payment for any work performed under the contract, a certificate concerning wages and classifications for laborers, mechanics, watchmen and guards employed on the project, in the following form:

* * * *

The undersigned, contractor on

_____
(Project No.)

hereby certifies that all laborers, mechanics, apprentices, trainees, watchmen and guards employed by him or by any subcontractor performing work under the contract on the project have been paid wages at rates not less than those required by the contract provisions, and that the work performed by each such laborer, mechanic, apprentice or trainee conformed to the classifications set forth in the contract or training program provisions applicable to the wage rate paid.

Signature and title _____

* * * *

5. Payrolls and payroll records:

a. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers, mechanics, apprentices, trainees, watchmen and guards working at the site of the work.

b. The payroll records shall contain the name, social security number and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

c. The payrolls shall contain the following information:

(1) The employee's full name, address and social security number. (The employee's full name and social security number need only appear on the first payroll on which his name appears. The employee's address need only be shown on the first submitted payroll on which the employee's name appears, unless a change of address necessitates a submittal to reflect the new address.)

(2) The employee's classification.

(3) Entries indicating the employee's basic hourly wage rate and, where applicable, the overtime hourly wage rate. The payroll should indicate separately the amounts of employee and employer contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be indicated. There is no prescribed or mandatory form for showing the above information on payrolls.

(4) The employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).

(5) The itemized deductions made and

(6) The net wages paid.

d. The contractor will submit weekly a copy of all payrolls to the State highway department resident engineer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. Submission of a weekly statement which is required under this contract by Section V, paragraph 2, and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor pursuant to Section IV, paragraph 3b, shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the State highway department, the Federal Highway Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

e. The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

f. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

g. No laborers shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

h. Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents, nor his employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

i. No charge shall be made for any transportation furnished by the contractor, or his agents, to any person employed on the work.

j. No individual shall be employed as a laborer or mechanic on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from individuals.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR

1. The provisions in this section are applicable to all contracts except contracts for secondary highways and contracts financed solely with funds provided by the Highway Beautification Act of 1965, as amended.

2. The contractor shall maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form PR–47 and in the units shown. Upon completion of the contract, this record, together with the final labor summary required in Section V, paragraph 3, hereof, shall be transmitted to the State highway department resident engineer for the project on Form PR–47 in accordance with instructions attached thereto, which will be furnished for this purpose upon request. The quantities for the listed items shall be reported separately for roadway and for structures over 20 feet long as measured along the centerline of the roadway.

3. The contractor shall become familiar with the list of specific materials and supplies contained in Form PR–47 prior to the commencement of work under this contract. Any additional materials information required will be solicited through revisions of Form PR–47 with attendant explanations.

4. Where subcontractors are involved the contractor shall submit either a single report covering work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The provisions in this section are applicable to all projects except those constructed under an approved Secondary Road Plan.

2. The contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the contractor with his own organization.

a. "His own organization" shall be construed to include only workmen employed and paid directly by the prime contractor and equipment owned or rented by him, with or without operators.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

3. In addition to the 50 percent requirement set forth in paragraph 2 above, the contractor shall furnish (a) a competent superintendent or foreman who is employed by him, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.

4. The contract amount upon which the 50 percent requirement set forth in paragraph 2 is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

5. Any Items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.

6. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the State highway department contracting officer, or his authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

VIII. SAFETY; ACCIDENT PREVENTION

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as the State highway department contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time

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to time,) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project in one or more places where it is readily available to all personnel concerned with the project:

* * * *

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

Title 18, United States Code, Section 1020, reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

"Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

"Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-Aid Road Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

"Shall be fined not more than $10,000 or imprisoned not more than five years, or both."

☆ U.S. GOVERNMENT PRINTING OFFICE: 1972 O—476-791

By order of the Commissioner of Transportation, the following Special Provisions detailing specific affirmative action requirements shall apply in the performance of this contract and supplement the requirements set forth in the Non-Discrimination Clauses in New York Public Contracts, paragraphs (a) through (g), promulgated by the Governor on September 12, 1963 and amended on November 14, 1963.

SPECIAL PROVISIONS

(Required by Federal Highway Administration Order 7-2(1) dated March 17, 1969)

Specific Equal Employment Opportunity Responsibilities

1. GENERAL

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the New York State Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his activities under the contract.

c. The prime contractor and all subcontractors (not including material suppliers) holding subcontracts for $10,000 or more will comply with the following minimum specific requirement activities of equal employment opportunity. The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The contractor will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY

a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(3) The EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the methods followed by the contractor in locating and hiring minority group employees.

b. In order to make the contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:

(1) Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. RECRUITMENT

a. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." He will insert all such advertisements in newspapers, or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS

a. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

(1) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(2) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(3) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

6. PERSONNEL ACTIONS (continued)

(4) The contractor will investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation the contractor will inform every complainant of all of his avenues of appeal.

7. TRAINING AND PROMOTION

a. The contractor will assist in locating, qualifying and increasing the skills of minority group employees and applicants for employment.

b. Consistent with his manpower requirements and as permissable under Federal and State regulations, the contractor will make full use of training programs, i.e., preapprenticeship, apprenticeship, and/or on-the-job training programs for the geographical area of contract performance.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS

If the contractor relies in whole or in part upon unions as a source of his work force, he will use his best efforts to obtain the cooperation of such unions to increase minority group opportunities within the unions, and to effect referrals by such unions of minority group employees. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. Use his best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members for membership in the unions and increasing the skills of minority group employees so that they may qualify for higher paying employment.

b. Use his best efforts to incorporate an equal employment opportunity clause into all union agreements to the end that such unions will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

8. UNIONS (continued)

c. In the event a union is unable to refer applicants as requested by the contractor within the time limit set forth in the union agreement, the contractor will, through his recruitment procedures, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified minority group persons.

9. SUBCONTRACTING

a. The contractor will use his best efforts to utilize minority group subcontractor or subcontractors with meaningful minority group representation among their employees.

b. The contractor will use his best efforts to assure subcontractor compliance with their equal employment opportunity obligations.

10. RECORDS AND REPORTS

a. The contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:

(1) The number of minority and nonminority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the New York State Department of Transportation and the Federal Highway Administration.

c. The contractor will submit to the New York State Department of Transportation, a monthly report for the first three months after construction begins, and thereafter upon request, for the duration of the project, indicating the number of minority and nonminority group employees currently engaged in each work classification required by the contract work.

FILD 74-5

NOTICE TO ALL PROSPECTIVE BIDDERS
FEDERAL-AID CONTRACTS

ASSURANCE OF NON-DISCRIMINATION

The N.Y.State Dept. of Trans. in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

NON-COLLUSION

(1) Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval of the contract for this work, that there be filed a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the laws of this State to administer oaths. The original and three copies of such sworn statement shall be filed with the New York State Department of Transportation prior to the award of the Contract.

(2) The Contracting Officer will determine whether such associations by owners, officers or directors of the otherwise lowest responsible bidder are in restraint of competitive bidding or are otherwise to the detriment of the public interest and whether, for such reasons, award should be made to said bidder.

SUBCONTRACTS

The attention of the Contractor is directed to the requirement that the standard contract clauses, as set forth in the Proposal and in the Labor Compliance Manual (Federal-aid Construction, Appendix D-2,3) must be physically incorporated in all subcontracts.

Copies of the Labor Compliance Manual referred to above may be examined in the office of the Regional Director.

Rev. 8/27/70
4/20/72
8/30/73

WAGE RATES

THE FOLLOWING MINIMUM HOURLY RATES OF PAY ARE HEREBY ESTABLISHED IN ACCORDANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS.

The New York State Department of Transportation does not represent or warrant that the accompanying schedule of wages with the classification of workmen, mechanics and laborers, as required by Section 220 of the Labor Law, is complete and it reserves the right to revise such schedule when required.

In the event that revisions are made before the letting date, an addendum will be issued by the Department to purchasers of plans. In the event that the current wage rate schedule should expire before the contract for this project becomes effective the said wage rate schedule will be recertified and the Contractor will be bound by such revised schedule as recertified.

Labor classifications not appearing on this rate sheet can be used only with the consent of the Commissioner of Transportation and then the rate to be paid will be given by the Commissioner of Transportation after advising with the State Department of Labor.

All requests for minimum wage rates for additional occupations shall be directed through the Regional Director of the Department of Transportation within whose Region the contract is located.

SPECIAL NOTE (PREVAILING WAGE RATES)

Attention is directed to the statutory provisions governing the prevailing rates of wages for workmen who are employed on this project.

Section 220 of the Labor Law requires that the wages paid for a legal day's work shall be not less than the prevailing rate of wages plus the supplements, the schedules of which are included in this proposal.

The Federal Aid Highway Act of 1968 provides for the payment of wages at rates not less than those determined in accordance with the Davis-Bacon Act (40USC, Section 276-a).

On site material suppliers in addition to all subcontractors are subject to the provisions of the Davis-Bacon Act. This will not necessarily be construed as causing on-site material suppliers to be classified as subcontractors as part of the 50% limitation on the subcontracting of this project.

In case of a variance between (1) the schedules of prevailing rates of wages and the supplements as determined under Section 220 of the Labor Law and (2) the schedule of rate of wages as determined pursuant to the Davis-Bacon Act, the contractor does hereby covenant and agree to accept the schedule or schedules that establish the higher rate of wages as the minimum for the workmen who are employed on this project.

FILD 74-5

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U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST

(Davis Bacon Act as Amended and Related Statutes)

FOR DEPARTMENT OF LABOR USE

Response To Request

a. ☐ Use area determination issued for this area

b. ☐ The attached decision noted below is applicable to this project

Decision Number: [illegible]

Date of Decision: APR 5 1974

Expires: AUG 2 1974

Supersedes Decision Number:

Approved

Requesting Office (type name and signature): M. Tegza, Prin. Civil Engineer

Department, Agency or Bureau: New York State Dept. of Transportation

Phone Number: GL 7-6430

Date of Request: [illegible]

Est. Advertising Date: [illegible]

Est. Bid Opening Date: 6-13-74

Prior Decision Number (if any): [illegible]

Est. $ Value of Contract: ☐ Under ½ Mil. ☐ 1 to 5 Mil. ☐ ½ to 1 Mil. ☐ Over 5 Mil.

Type of Work: ☐ Bldg. ☐ Highway ☐ Resid. ☐ Heavy

Location of Project (city or other description):

County: Cortland

State: New York

Address to which wage determination should be mailed. Must be complete and include ZIP Code. (Print or type)

M. Tegza, Principal Civil Engineer
New York State Department of Transportation
Final Plan Review Bureau, Rm. 410, Bldg. 5
1220 Washington Avenue
State Campus
Albany, New York 12226

Wage Survey by Agency Attached: ☐ YES ☐ NO

Wage Survey by Agency In Progress: ☐ YES ☐ NO

Description of Work (Be specific) (Print or type)

Highway Construction Projects

CHECK OR LIST CRAFTS NEEDED
(Attach continuation sheet if needed)

- X Asbestos workers
- X Boilermakers
- Bricklayers
- Carpenters
- Cement masons
- Electricians
- Glaziers
- Ironworkers
- Laborers, *(specify classes)*
- Lathers
- Marble & tile setters, terrazzo workers
- Painters
- Piledrivermen
- Plasterers
- Plumbers
- Roofers
- Sheet metal workers
- Soft floor layers
- Steamfitters
- Welders--rate for craft
- Truck drivers
- X Power equipment operators, *(specify types)*

Other crafts

(THIS REPLACES FORMS DB-11 & DD-11a)

STANDARD FORM 308 JUN 1-A

BUILDING, HEAVY & HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App.Tr.	Others
Asbestos workers	9.28	.47	.21		.04	
Boilermakers	8.705	.50	10%		.01	
Bricklayers, cement masons, plasterers stone masons marble setters, tile setters and terrazzo workers	8.77	.30	.40		.01	
Carpenters, Building:						
Carpenters and soft floor layers	7.81	.65	1.00		.005	
Piledrivermen & millwrights	7.91	.65	1.00		.005	
Carpenters, Heavy and Highway:						
Carpenters	6.97	.65	1.00		.025	
Piledrivermen	6.97	.65	1.00		.025	
Cement masons, heavy and highway	7.80	.30	.40			
Electricians	9.30	.37	.25+c+d		.05	
Elevator constructors	8.52	.345	.23	2%+a+b	.015	
Elevator constructors' helpers	5.96	.345	.23	2%+a+b	.015	
Elevator constructors' helpers (prob.)	4.26					
Glaziers	8.41	.50			.01	
Ironworkers:						
Structural, ornamental & reinforcing: Virgil & Messengerville; & Twps., of Freetown, Cincinnatus, Harford Lepeer, Marathon & Willet	8.19	.41	.43			
Remainder of County	8.08	.45	.57			
Laborers, building; except Scott Twp:						
Laborers	6.38	.30	.50			
Pneumatic tool operators (except concrete vibrator)	6.68	.30	.50			
Blasters	7.38	.30	.50			
Lathers	6.20	.275	.30			
Lead burners	8.75	.30		e	01.	
Line Construction:						
Linemen, cable splicer helpers & material man	9.33	.50	1%+.40	f	3/8of1%	
Groundman digging machine operator	8.80	.50	1%+.40	f	3/8of1%	
Groundman mobile equipment	8.30	.50	1%+.40	f	3/8of1%	
Groundman truck driver and mechanic	7.90	.50	1%+.40	f	3/8of1%	
Groundman dynamite man	8.30	.50	1%+.40	f	3/8of1%	
Cable splicer	10.08	.50	1%+.40	f	3/8of1%	
Painters:						
Brush and roller	7.44	.35	.55		.02	
Structural steel, spray, swing and scaffold work	8.04	.35	.55		.02	
Spray	8.19	.35	.55		.02	
Bridge	8.24	.35	.55		.02	
Plumbers and steamfitters	8.30	.60	.60		.10	
Roofers:						
Roofers	8.20	.35	.45			
Helpers-First 30 days	7.28	.35	.45			
Helper-Next 60 days	7.40	.35	.45			

BUILDING, HEAVY & HIGHWAY CONSTRUCTION	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App.Tr.	Others
Sheet metal workers	8.80	.34	.60		.05	
Sprinkler fitters	8.90	.40	.60		.07	
Truck Drivers:	6.98	.45	.30	g		
Welders- receive rate prescribed for craft performing operation to which welding is incidential.						

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

Footnotes:

a. Holidays: A through F.

b. Employer contributes 4% basic hourly rate for 5 years or more of service or 2% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit.

c. Employer contributes .55 per hour to Annuity Fund.

d. 1% of gross electrical payroll.

e. Holidays: A through F; Washington's Birthday, Good Friday and Christmas Eve, providing the employee has worked 45 full days during the 120 calendar days prior to the holiday and the regularly scheduled work days immediately preceding and following the holiday.

f. Holidays: A through F; Washington's Birthday, Election Day for President of the United States and Election of Governor of New York State, provided employee works the day before and the day after the holiday.

g. Holidays: A through F and Veteran's Day.

HEAVY AND HIGHWAY CONSTRUCTION

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App.Tr.	Others
Truck Drivers:						
Truck helpers, pick-ups, panel trucks, flatbody material trucks (straight jobs), single axle dump, dumpsters	$ 6.46	.45	.40	a		
Tandems and batch trucks	6.51	.45	.40	a		
Semi-trailers, lowboy trucks, asphalt distributor, agitator, mixer trucks and dumpcrete type vehicles	6.56	.45	.40	a		
Specialized earth moving equipment, Euclid type or similar off-highway equipment, where not self-loaded	6.71	.45	.40	a		
Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded	6.86	.45	.40	a		

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

Footnote:
a. Holidays: A through F, provided employee has worked the working day before and the working day after the holiday.

FILD 74-5

	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	Apn.Tr.	Others
LABORERS:						
Laborers and Drill Helpers	$6.56	.30	.55	a		
Concrete aggregate bin, mortar mixer hand or machine vibrator gin buggy, mason tenders, concrete bootmen, chain saw, jackhammer, pavement breaker, and all other gas, electric oil and air tool operators, bull float, tamper, pipelayers	6.76	.30	.55	a		
Drillers, asphalt rakers, and acetylene torch operator	6.96	.30	.55	a		
Blasters, form setters, stone or granite curb setters	7.16	.30	.55	a		

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

Footnote:

a. Holidays: A through F, providing the employee works the day before and the day after the holiday.

HEAVY AND HIGHWAY CONSTRUCTION FILD 74-5

POWER EQUIPMENT OPERATORS:	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App.Tr.	Others
Automatic fine grader, backhoe (except tractor mounted, rubber-tired), blacktop plant (automated), cableway, caisson auger, central mix concrete plant (automated), Cherry picker--over 5 tons capacity, crane, cranes & derricks (steel erection), dragline, dual drum paver, excavator--all purpose--hydraulically operated, front end loader (4 c.y. & over), hoist--two or three drum, piledriver, power grader with elevating loader attachment, Quarry master (or equivalent), shovel, slip form paver (if a second man is needed, he shall be an oiler), tractor drawn belt-type loader, truck crane, tunnel shovel	8.05	.90	.40	a	.10	
Backhoe (tractor mounted, rubber-tired), bituminous spreader & mixer, blacktop plant (non-automated), boring machine, cage hoist, central mix plant (non-automated) & all concrete batching plants, cherry picker--5 tons & under, compressors (4 or less) exceeding 2,000 c.f.m. combined capacity, concrete paver over 16S, concrete pump, crusher, drill rigs--tractor mounted, front end loader (under 4 c.y.), hi-pressure boiler (15 lbs. & over), hoist--one drum, Kolman plant loader & similar type loaders (if employer requires another man to clean the screen or to maintain the equipment, he shall be an oiler), maintenance engineer, mixer for stabilized base self-propelled, monorail machine, plant engineer, power grader, pump crete, ready-mix concrete plant, maintenance grease man, road widener, roller (all above subgrade), side boom, tractor scraper, tractor with dozer and/or pusher, trencher, winch	7.75	.90	.40	a	.10	
Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1,200 c.f.m., but not to exceed 2,000 c.f.m.), compressors (any size but subject to other provisions for compressors), dust collectors, generators, pumps, welding machines (4 of any type or combination), concrete pavement spreaders & finishers, conveyor, drill--core & well, electric pump used in con-						

HEAVY AND HIGHWAY CONSTRUCTION FTLD 74-5

POWER EQUIPMENT OPERATORS (cont'd.)	Basic Hourly Rates	Fringe Benefits Payments				
		H & W	Pensions	Vacation	App.Tr.	Others
Junction with well point system, farm tractor with accessories, fine grade machine, fork lift, gunnite machine, hammers--hydraulic--self-propelled, locomotive, post hole digger & post driver, roller (grade & fill), tractor with towed accessories, vibratory compactor, vibro tamp, well point	7.25	.90	.40	a	.10	
Aggregate plant, boiler (used in conjunction with production), cement bin operator, compressors; 3 or less not to exceed 1,200 c.f.m. combined capacity, compressors (any size, but subject to other provisions for compressors), dust collectors, generators, pumps, welding machines (3 or less of any type or combination), concrete mixer (16S and under), concrete saw--self-propelled, firemen, form tamper, fuel truck, mulching machine, oiler, power broom, power heaterman, Revinius widener, steam cleaner, tractor	6.60	.90	.40	a	.10	

PAID HOLIDAYS:
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.

Footnote:

a. Holidays: A through F, providing employee works the working day before and the working day after the holiday.

STATE OF NEW YORK

DEPARTMENT OF LABOR

40

BUREAU OF PUBLIC WORK

STATE OFFICE BUILDING CAMPUS
ALBANY, N.Y. 12201

Dept. of Jurisdiction:
DOT

May 2, 1974

REFER TO:
PRC 74-1439 Cortland County
Preble, New York
Interstate Route 505
FILD 74-5

Michael Tegza
Dept. of Transportation
State Campus - Bldg. 5
Albany, New York

In response to your request, enclosed are schedules of the prevailing hourly wage rates and the prevailing hourly supplements for the above project, together with copies of the Notice of Contract Let (PW-16) for your use. The schedules must be annexed to and form a part of the specifications for this project when it is advertised for bids. These schedules have been prepared and forwarded in accordance with Section 220 of the Labor Law, which provides that it shall be the duty of the fiscal officer to ascertain and determine the schedules of supplements to be provided and wages to be paid to workmen, laborers and mechanics employed on public work projects, and to file such schedules with the department having jurisdiction.

YOU ARE REQUIRED TO COMPLETE AND RETURN THE ENCLOSED PW-16 form whether or not a successful bidder has been notified. This should be done immediately upon notifying the successful bidder but in no event later than 90 days from the date of this letter. In addition, where a contract is rejected, cancelled, or postponed, the attached schedules are no longer valid.

CONTRACT REQUIREMENTS

Each contract to which the State or a public benefit corporation or a municipal corporation or commission appointed pursuant to law is a party and which may involve the employment of laborers, workmen or mechanics, shall contain the provisions set forth by the following sections of Article 8 of the New York State Labor Law:

1. Section 220.2 which requires a stipulation that no laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.

2. Section 220.3 which requires a provision that each laborer, workman or mechanic employed by the contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as determined by the fiscal officer.

3. Section 220.3-a also requires that the contractor and every subcontractor on public works contracts shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the contract to be paid or provided, as the case may be, for the various classes of mechanics, workingmen, or laborers employed on the work.

4. Section 220.3-e provides that apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the New York State Department of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

ew cc: Sr. Inv. Genova (2)

PW-3 (6-73)

CONTINUED ON OTHER SIDE

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5. Section 220-e which requires provisions by which the contractor with the State or municipality agrees:

   (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

   (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin. (Your attention is directed to the provisions of the State Law against Discrimination which also prohibit discrimination in employment because of age);

   (c) That there may be deducted from the amount payable to the contractor by the State or municipality under this contract a penalty of five dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

   (d) That this contract may be cancelled or terminated by the State or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

6. The aforesaid provisions of Section 220-e which covers every contract for or on behalf of the State or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

7. Section 222 which requires that preference in employment shall be given to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment; that persons other than citizens of the State of New York may be employed when such citizens are not available; and that if the requirements of Section 222 concerning preference in employment to citizens of the State of New York are not complied with, the contract shall be void.

8. Section 222-a which requires that if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the contractor; and that if the provisions of Section 222-a concerning harmful dust hazards are not complied with, the contract shall be void.

OTHER REQUIREMENTS

Every State contracting agency, including Public authorities, must include in each contract paragraphs (a) through (g) of the Standard State Contract clauses promulgated by the Governor on September 12, 1963 and amended November 14, 1963.

Labor classifications not appearing on the accompanying schedule of wages can be used only with the consent of the department of jurisdiction and then the rate to be paid will be given by the department of jurisdiction after being advised by the New York State Department of Labor.

The contractor shall make such provision for disability benefits, workmen's compensation, unemployment insurance, social security and safety code provisions as are required by law.

General Regulation No. 1, as issued by the State Commission for Human Rights, requires that each contract contain a stipulation that: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission for Human Rights indicating the substantive provisions of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment." The Notice may be obtained from the department having jurisdiction, or from the office of the State Commission for Human Rights in the respective area.

You are requested to refer to the Bureau of Public Work all charges of discrimination in employment including discrimination because of age, race, creed, color or national origin.

Very truly yours,

Nicholas Valentine, Jr.

Nicholas Valentine, Jr.

DEPUTY INDUSTRIAL COMMISSIONER

STATE OF NEW YORK
DEPARTMENT OF LABOR

FILD 74-5

BUREAU OF
PUBLIC WORK

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PREVAILING RATE SCHEDULE

PREVAILING RATE CASE NO.	COUNTY	TOWN	DATE
74-1439	Cortland	Preble	May 2, 1974

THIS SCHEDULE IS TO BE ATTACHED TO THE CONTRACT

It is hereby agreed by the parties to the contract to which this Schedule is attached that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed hereon for the trade or occupation of such laborer, workmen or mechanic, and also provided with each supplement listed on this Schedule for such trade or occupation at not less than the amount so listed.

HEAVY AND HIGHWAY CONSTRUCTION OCCUPATIONS	PREVAILING WAGE BASIC HOURLY RATE	SUPPLEMENTAL BENEFIT PAYMENTS				
		HEALTH AND WELFARE	PENSION	SUPPL. UNEMP.	*OTHER SUPPL. BENEFIT	*OTHER SUPPL. AMOUNT
CARPENTERS:						
1. Carpenter	6.97	.40	1.00	.25	E	.02½
2. Pile Driver	6.97	"	"	"	"	"
IRONWORKERS:						
1. Ironworker (reinforcing)	8.71	.47	.57		E	.10
2. Ironworker (structural)	8.71	"	"		"	"
LABORERS:						
1. Laborer, Basic Rate, Flagman	7.15	.30	.55		B-J	
2. Bootman, Concrete, Bullfloat, Chain Saw, Concrete Aggregate Bin, Electric and Gas Air Tool, Gin Buggy, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Pipelayer, Tamper, Vibrator (hand or machine)	7.35	"	"		"	
3. Asphalt Rakers, Wagon Drill	7.55	"	"		"	
4. Blasters, Form Setter, Curb Setter(stone or granite)	7.75	"	"		"	
MASONS:						
1. Bricklayer	8.77	.30	.40		E	.01
2. Cement Finisher	7.80	"	"		B-J	
PAINTER:						
1. Painter, Brush	7.44	.35	.55		E	.02
2. Painter, Steel	8.04	"	"		"	"
3. Painter, Spray	8.19	"	"		"	"

Sec. 220-b-Of the New York State Labor Law disqualifies a contractor from being awarded a contract on any State or municipal contract for 5 years after a determination of willful failure to pay prevailing wages or supplements on two occasions within any six year period.

*OTHER SUPPLEMENTAL BENEFITS (DESIGNATED BY LETTER FROM LIST BELOW AND THE SUM OR NUMBER ENTERED IN THE AMOUNT COLUMN).

A. SCHOLARSHIP FUND
B. PAID HOLIDAYS
C. EDUCATION
D. VACATION
E. APPRENTICE TRAINING PROMOTION
F. ANNUITY
G. BENEFIT FUND
H. SECURITY SAVINGS FUND
I. HOLIDAY PAY
J. SEE ATTACHED PAGE

PW-101 (2-72)

STATE OF NEW YORK
DEPARTMENT OF LABOR

FILD 74-5

PREVAILING RATE SCHEDULE

BUREAU OF
PUBLIC WORK

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PREVAILING RATE CASE NO.	COUNTY	TOWN	DATE
74-1439	Cortland	Preble	May 2, 1974

HEAVY AND HIGHWAY CONSTRUCTION OCCUPATIONS (Con'd)	PREVAILING WAGE BASIC HOURLY RATE	SUPPLEMENTAL BENEFIT PAYMENTS				
		HEALTH AND WELFARE	PENSION	SUPPL. UNEMP.	*OTHER SUPPL. BENEFIT	*OTHER SUPPL. AMOUNT
POWER EQUIPMENT OPERATORS:						
1. Master Mechanic	9.15	.45	.45	.40	B-J E	.10
2. Class A						
- Auto Concrete Spreader (CMI Type), Automated Central Mix Concrete and blacktop Plants, Automatic Fine Grade Machine, Backhoe (except Tractor-mounted, rubber tired), Belt placer (CMI Type), Cableway, Caisson Auger, Cherry Picker (over 5 ton capacity), Concrete Paver (over 16s), Concrete Pump (8" & over), Crane, Cranes & Derricks (steel erection), dragline, Dredge, Dual Drum Paver, Excavator (All purpose hydraulically operated), Fork Lift (Factory rate 15' & over), Front End Loader (4 c.y. & over), Gradeall, Head Tower, Hoist (2 or 3 drum), Mine Hoist, Mucking Machine or male, Overhead Crane (Gantry or Straddle type), Pile Driver, Power Grader, Quarry Master (or equivalent), Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt Type Loader, Tractor Scraper, Truck Crane, Tunnel Shovel.						
	8.60	"	"	"	"	"
Class B						
- Backhoe (tractor mounted, rubber tired), Bituminous Spreader and Mixer, Black-Top Plant (non-automated), Blast or Rotary Drill, Boring Machine, Cage Hoist, Central Mix Plant (non-automated and all other concrete batch plants), Cherry Picker (5 ton capacity and under), Compressors (4 or less exceeding 2,000 C.F.M. combined capacity), Concrete Paver over 16S, Concrete Pump (under 8"), Crusher, Diesel Generator Power Unit, Drill Rigs (truck or tractor mounted), Front End Loader (under 4 c.y.), Hi-Pressure Boiler (15 lbs. & over), Kolman Plant Loader and similar type loaders, Locomotive, Maint. Engineer, Maint. Grease Man, Mixer for Stabilized Base (self propelled), Monorail Machine, Plant Engineer, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (Soil Stabilization), Road Widener, Roller (all above sub grade), Tractor (with dozer and/or pusher), Trencher, Tuggle Hoist, Winch, Winch Cat, Welder						
	8.30	"	"	"	"	"

*OTHER SUPPLEMENTAL BENEFITS (DESIGNATED BY LETTER FROM LIST BELOW AND THE SUM OR NUMBER ENTERED IN THE AMOUNT COLUMN).

A. SCHOLARSHIP FUND
B. PAID HOLIDAYS
C. EDUCATION
D. VACATION
E. APPRENTICE TRAINING PROMOTION
F. ANNUITY
G. BENEFIT FUND
H. SECURITY SAVINGS FUND
I. HOLIDAY PAY
J. SEE ATTACHED PAGE

PW-101.2 (2-72)

STATE OF NEW YORK
DEPARTMENT OF LABOR

BUREAU OF
PUBLIC WORK

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FILD 74-5

PREVAILING RATE SCHEDULE

PREVAILING RATE CASE NO.	COUNTY	TOWN	DATE
74-1439	Cortland	Preble	May 2, 1974

HEAVY AND HIGHWAY CONSTRUCTION OCCUPATIONS (Con'd)	PREVAILING WAGE BASIC HOURLY RATE	SUPPLEMENTAL BENEFIT PAYMENTS				
		HEALTH AND WELFARE	PENSION	SUPPL. UNEMP.	*OTHER SUPPL. BENEFIT	*OTHER SUPPL. AMOUNT
4. Class C A Frame Truck, Compressors: 4 not to exceed 2,000 C.F.M. combined capacity; or 3 or less with more than 1,200 C.F.M. but not to exceed 2,000 C.F.M. Compressors-(any size but subject to other provisions for compressors), Dust Collectors, Pumps, Welding Machines (four of any type or combination), Concrete Pavement Spreaders and Finishers, Conveyor, Drill (Core), Drill (Well), Electric Pumps (used in conjunction with a well point system), Submersible Electric Pump (when used in lieu of well point system), Farm Tractor (with accessories) Fine Grade Machine, Fork Lift (under 15 ft.), Gunite Machine, Hammers (hydraulic self propelled), Post Hole Digger and Post Driver, Power Sweeper, Roller (grade and fill), Tractor with towed accessories, Vibratory Compactor, Vibro Tamp, Well Point.	7.75	.45	.45	.40	B- J E	.10
5. Class D Aggregate Plant, Boiler (in connection with production), Cement Bin Operator, Compressors (up to 3 not exceeding 1200 C.F.M. combined capacity); Combination Installation (up to 3 machines - Class D-Compressor(s) and any combination of Dust Collector), Concrete Paver or Mixer (16s & under), Hydraulic Pump (Jacking System), Light Plants, Parapet Concrete or Pavement grinder, Pump or Welding machines, Concrete Mixer or paver (16S and under), Concrete Saw (self propelled), Fireman, Form Tamper, Mulching Machine, Oiler, Power Broom (towed) Power Heaterman, Revinious Widener, Shell Winder, Steam Cleaner, Tractor.	7.05	"	"	"	"	"
TRUCK DRIVER:						
1. Dump (single axle)	6.90	.50	.45		B-J	
2. Dump (tandem)	6.95	"	"		"	
3. Euclid	7.15	"	"		"	
PLUMBER	8.30	.60	.60		C	.10

*OTHER SUPPLEMENTAL BENEFITS DESIGNATED BY LETTER FROM LIST BELOW AND THE SUM OR NUMBER ENTERED IN THE AMOUNT COLUMN).

A. SCHOLARSHIP FUND
B. PAID HOLIDAYS
C. EDUCATION
D. VACATION
E. APPRENTICE TRAINING PROMOTION
F. ANNUITY
G. BENEFIT FUND
H. SECURITY SAVINGS FUND
I. HOLIDAY PAY
J. SEE ATTACHED PAGE

PW-101.1 (2-72)

STATE OF NEW YORK
DEPARTMENT OF LABOR

FILD 74-5

PREVAILING RATE SCHEDULE ADDENDUM

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BUREAU OF
PUBLIC WORK

PREVAILING RATE CASE NO.	COUNTY	TOWN	DATE
74-1439	Cortland	Preble	May 2, 1974

OCCUPATION	SUPPLEMENT BENEFIT*	EXPLANATION OF SUPPLEMENT BENEFIT
Operating Engineers	6 Paid Holidays	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas
Cement Finishers	3 Paid Holidays	Memorial Day, Labor Day, Independence Day
Teamsters	6 Paid Holidays	New Year's Day, Thanksgiving, Christmas, Memorial Day, Independence Day and Labor Day
Electricians, Linemen	7-8 Paid Holidays	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, Washington's Birthday, and Election Day for President and Governor (only)
* Laborers	6 Paid Holidays	New Year's Day, Memorial Day, Independence Day, Christmas, Labor Day and Thanksgiving
Carpenter	1 Paid Holiday	Independence Day

* AS PER ELIGIBILITY REQUIREMENTS PREVAILING IN THE LOCALITY.

PW-107 (8-73)

NEW YORK STATE DEPARTMENT OF LABOR
BUREAU OF PUBLIC WORK
State Office Building Campus
Albany, N.Y. 12201

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NOTICE OF DETERMINATION RE: DISPENSATION

Date: May 1, 1974

REFER TO:

P.R.C. No. 74-1439

Date of Request: 3/21/74

by N. Y. S. Dept. of Transportation

Nature of Project Drill 2 wells Interstate Route 505

On I-81 FILD 74-5

Location of Project Preble, Cortland County, N. Y.

As requested, dispensation from restrictions pursuant to the provisions of Article 8 of the New York State Labor Law is granted for the period and conditions stated herein.

Permission is granted for a period beginning July 29/74- ending July 29, 1975 to employ workmen, laborers, and mechanics on the above public work project not more than 10 hours in any one calendar day and not more than 6 days in one week, on condition that employees are paid a premium wage commensurate with the premium wages prevailing in the area. This dispensation is granted solely for the purpose of overcoming existing extraordinary emergencies during the specified period and may not be used for any other purpose.

The Industrial Commissioner reserves the right to alter, amend or revoke this dispensation upon giving five days' notice in writing to the department of jurisdiction and the contractor or contractors engaged upon this project.

Nicholas Valentine, Jr.
Deputy Industrial Commissioner

FOR THE INDUSTRIAL COMMISSIONER

POST ON JOB SITE

NOTE: If it is found that the extraordinary emergency will exist beyond the period of the above dispensation, a request may be made for an extension; however, such request should be submitted in writing to this office at least two weeks prior to the termination of the above dispensation.

PW-31 (8-73)

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